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UNITED STATES DISTRICT COURT

DISTRICT OF OREGON

EUGENE DIVISION

Joseph and Victoria Formosa,

Plaintiff(s),

vs.

Great Northwest Insurance Company,

Defendant(s).

CASE NO.: 6:13-cv-789

COMPLAINT

BREACH OF CONTRACT

JURY TRIAL REQUESTED

**VENUE AND JURISDICTION**

Joseph and Victoria Formosa, hereafter plaintiffs, allege that, at all time's material hereto, as follows:

1. Plaintiffs both live in Lane County Oregon and are domiciled in Oregon.
2. Defendant is an insurance corporation authorized to issue insurance and conduct business in the State of Oregon, but is foreign carrier with its principal place of business headquartered in another state.

COMPLAINT

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3. This Court has diversity jurisdiction over the parties pursuant to 28 U.S.C. sections 1332 and 2201. The amount in controversy exceeds \$75,000 exclusive of costs and interest.
4. Venue in this District is proper under 28 U.S.C. section 1391 and L.R. 3.4. in the Eugene Division of Oregon. The fire loss occurred in Southern Lane County Oregon and the most convenient location for trial of this matter is in Eugene Oregon.

#### **FIRST CLAIM FOR RELIEF**

5. Plaintiffs' were the beneficial owners of certain real property located in Lane County, Oregon, and commonly referred to as 77773 Gillespie Road, Cottage Grove Oregon, hereafter the "premises". Located on this premise was a single family residence lived in by plaintiffs.
6. Plaintiffs had purchased an insurance Home Owners Policy from defendant, hereafter the Policy, which was in effect on or about June 20 2012, naming the plaintiffs as the insured.
7. On or about June 20 2012, a fire occurred that damaged the dwelling on the premises, rendering it uninhabitable, and ruining and destroying the contents therein.
8. Under the terms, conditions, limitations and exceptions contained in the policy, the policy provided replacement cost insurance coverage for the structure and the personal property located in the dwelling and damaged, plus loss of use, debris removal, plant or shrub losses and additional coverage's under the terms and conditions of the policy from losses due to perils such as fire.
9. Plaintiffs have submitted a claim for the damage caused by this fire.

10. Plaintiffs have done everything on their part under the policy to be performed.
11. Plaintiffs notified an agent of Defendant on or about June 21, 2012 of the fire loss.  
  
Defendant began its investigation of this loss at the burn site immediately upon receiving notice.
12. Although defendant has made some payments for lost contents, structure and additional living expenses, defendant has failed, refused, delayed and neglected to pay this claim in full, this constitutes a breach of the Policy.
13. Defendant has engaged in unfair settlement practices and otherwise failed to act in good faith under the contract, thereby violating the duty of good faith and fair dealing, this constitutes a breach of the policy.
14. As a result of the breach of contract by defendant, plaintiffs have suffered damages in the amount of \$280,000.
15. Plaintiffs are to recover prejudgment interest at the legal rate of 9% per annum that has accrued on each past due benefit under the policy from June 20 2012 until paid.
16. Plaintiffs have been required to retain the services of an attorney in this matter and should be awarded their reasonable attorney fees incurred herein pursuant to ORS 742.061.

WHEREFORE, Plaintiffs pray that they recover as alleged above and for their costs and disbursements incurred herein.

DATED: 5/10/13

/s/ R. Scott Taylor

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